

CITY OF LINCOLN/LANCASTER COUNTY

**CONTRACT AWARD NOTIFICATION**

**ANNUAL REQUIREMENTS FOR**

**ANIMAL SHELTER AND KENNELING SERVICES**

**DATE:** September 29, 2003

**CONTRACT PERIOD:** Oct.1, 2003 thru Sept.30, 2004

**CONTRACTOR:** Capital Humane Society  
2320 Park Boulevard  
Lincoln, NE 68502

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**Company Representative:** Robert A. Downey  
**Telephone No.:** 402/441-4488  
**FAX No.:** 402/438-6182

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THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**AS PER ATTACHED AGREEMENT EXECUTED SEPT. 25, 2003**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

EO #68408  
Dated 09/25/03

CITY OF LINCOLN, NE  
CONTRACT FOR  
**KENNEL SERVICES**

THIS AGREEMENT made and entered into this 15th day of September 2003, by and between Capital Humane Society, 2320 Park Blvd., Lincoln, NE 68502, hereinafter referred to as "Contractor," and the City of Lincoln, a municipal corporation, hereinafter referred to as "City."

WHEREAS, the City requires a facility to kennel captured and stray animals in the maintenance of an animal control program; and

WHEREAS, the Contractor agrees to provide services as outlined their proposal in the establishment of such a program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein:

**1 HOURS**

- 1.1 The Contractor AGREES to provide and maintain, at its own cost and expense, an animal shelter and kennel facility.
- 1.2 The Contractor further agrees to provide for those animals delivered to the shelter by the City Animal Control program; euthanasia and disposal, boarding, feeding and supervision of the animals.
- 1.3 During the term of this contract such animal shelter and kennel facility will be accessible to the citizens of the City of Lincoln, except on City holidays, on a regular basis of:
  - 1.3.1 Mon, Tues, Thurs, Fri 8:30 a.m. - 6:00 p.m.
  - 1.3.2 Wednesday 9:00 a.m. - 6:00 p.m.
  - 1.3.3 Saturday 9:30 a.m. - 1:00 p.m.
  - 1.3.4 Sunday 1:00 p.m. - 4:00 p.m.Holidays shall mean: Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Fourth of July and Easter. All holidays except Easter are recognized as City Holidays. Easter is a holiday given to Capital Humane Society staff. When any City Holiday falls on a weekend and City offices will be closed on a Friday or Monday, those days need to be recognized as a holiday in meeting this contract.
- 1.4 Contractor agrees to display impounded animals so citizens can claim lost animals.

- 1.5 Contractor shall provide access to those portions of the shelter to the City and Health Director or his/her representative for the purpose of kenneling impounded animals during non-office hours.
- 1.6 The hours of citizen accessibility may be modified by mutual agreement of the parties hereto.

## **2. SERVICES**

- 2.1 The Contractor shall provide the following services to the City:
  - 2.1.1 Boarding and/or disposition of the animal delivered to the shelter by the City, euthanasia or adoption, and the disposal of animal remains.
  - 2.1.2 Animals impounded for the City shall be held in a segregated kennel unit and be displayed for owner recovery.
  - 2.1.3 Injured impounded animals shall be held in specifically designated cages separate from the healthy impounded animals. Injured impounded animals shall also be displayed for owner recovery. Animals held for observation shall be held in specific designated cages and runs in a segregated portion of the kennel.
  - 2.1.4 Except in emergency situations, no more than one adult dog or cat shall be kept per run or cage.
- 2.2 Any such animal that is not reclaimed by the owner and is released by the City, shall then be made available for adoption or shall be euthanized no sooner than 72 hours after being delivered to the shelter.
  - 2.2.1 The Health Director may direct the euthanasia or holding of an animal prior to or beyond the expiration of the 72 hour period.
  - 2.2.2 Holidays listed under Section 1.3 will not be included in the 72 hour holding period.
- 2.3 Observation of any animal involved in a reported bite or suspected of being rabid or delivered to the shelter by the City shall be kept isolated indoors during the required observation period as specified by the City.
  - 2.3.1 After a five day period for redemption by the owner or after termination of the observation period, animals may be euthanized unless otherwise authorized by the Health Director.
  - 2.3.2 City impounded animals held for observation must be kept in a tamper proof kennel or cage in addition to being segregated as provided above.
- 2.4 At the direction of the health Director or his/her representative, decapitation of any impounded animal that has been involved in a reported bite or is suspected of being rabid by the Health Director or turned over to Contractor by the owner.

- 2.5 Provide a refuse container for disposal of dead animals. Said animals shall be bagged in plastic prior to disposal, except for extremely large animals.
- 2.6 Collection and accounts of all City required fees for animals reclaimed by the owners at the shelter.
- 2.7 The contractor agrees to screen animals for physical condition, disease and care requirements in accord with the policies and procedures of the contractor.
- 2.8 The daily cleaning of kennels and cages including disinfection should be documented in a policy and procedure of the contractor made available for inspection by the governing authority.
- 2.9 Efforts to assure sanitation, disease control and insect/pest control measures should be documented in a policy and procedure of the contractor made available for inspection by the governing authority.
- 2.10 Unclaimed City impounded animals released for disposition by the city that are not known to have exhibited vicious tendencies or other serious behavioral disorder may be placed for adoption by the Contractor.
- 2.11 At least one clean empty kennel or cage shall be available for the housing of injured animals.
  - 2.11.1 Said kennel shall include a raised platform with blankets available for use as needed.
- 2.12 All news media contacts and questions regarding City impounded animals shall be referred to the Health Director or his/her representative.
  - 2.12.1 Contractor shall not initiate any publicity regarding any City impounded animals.

### **3. COMPENSATION**

- 3.1 Contractor shall be paid the sum of **\$ 13,208.72** per month for the year beginning October 1, 2003 and ending September 30, 2004.
- 3.2 Payment shall be made on the first day of the month following the month services are performed with the first payment beginning on November 1, 2003.

### **4. FEES**

- 4.1 City will not act as an intermediary and collect the established contract fees for adoption, surrender, administrative, veterinary care, or disposal and will not deliver said fees or animals to the Contractor.

**5. VACCINATION**

- 5.1 All Staff in contact with animals under the provision of this agreement shall receive pre-exposure immunization for rabies at the Contractors expense. The Department may provide testing, immunization, and booster shots at the cost of the test or vaccine.
- 5.2 As required by the Lincoln Municipal Code, all bites shall be reported to the Animal Control Program of the Health Department.
- 5.3 Every six months the Contractor shall provide documentation that all staff have been pre vaccinated for rabies. The Contractor shall maintain a written record of employees, their immune status, dates of tests and dates of immunization or boosters.

**6. POLICY AND PROCEDURE**

- 6.1 Policy and procedure relating to the performance of this contract shall be reviewed and approved by both parties prior to the start of any contract year.

**7 REPORTS AND FEES COLLECTED**

- 7.1 The Contractor shall submit to the City:
  - 7.1.1 The number of City animals impounded and the number of days each animal was held in the shelter each month.
  - 7.1.2 The number of animals held for observation each month.
  - 7.1.3 The number of decapitated animals each month.
  - 7.1.4 On a weekly basis, all City fees will be collected.
  - 7.1.5 Annual income and expenditure report related to the performance of the contract.
  - 7.1.6 The number of animals euthanized and the number released for adoption each month.

**8. AUDIT**

- 8.1 The Contractor agrees that the City or the Health Director or his/her representative shall have access to documents, papers, etc. prepared by the Contractor in the fulfillment of this contract for the purpose of audit and examination.

9. **EQUAL EMPLOYMENT OPPORTUNITY**

9.1 In connection with the performance of this contract, the Contractor and its subcontractors shall not discriminate against any patron, employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, ancestry or marital status.

10. **INSURANCE**

10.1 It is agreed that the Contractor is an independent Contractor and not an agent of the City in connection with the performance of the kennel facility under this agreement.

10.2 The Contractor agrees to provide bodily injury liability insurance for not less than \$300,000 per occurrence and property damage liability not less than \$50,000 per occurrence which names the City of Lincoln and Lancaster County Health Department named additional insured and providing for at least ten days notice to the City should such policy be materially altered or cancelled.

10.3 The Contractor further agrees that it will maintain Workmen's Compensation coverage for all its employees as provided by State Law.

11. **INDEMNIFICATION**

11.1 The Contractor hereby agrees to save and hold harmless the City of Lincoln from any and all loss or damage arising from or out of the Contractor's performance under this contract, as well as to indemnify the City from any damage resulting from the acts of negligence of the Contractor or any of its employees; and the City hereby agrees to save and hold harmless the Contractor from any or all loss or damage or claims for damages arising from or out of the negligence of the City or any of its employees.

12. **APPLICABLE LAWS**

12.1 The Contractor agrees to abide by all applicable Federal, State and Local laws and regulations which apply to the performance of this contract.

13. **ORDINANCE INTERPRETATION**

13.1 All interpretation and applications of the Lincoln Municipal Code shall be referred to the City.

14. **TERM**

14.1 This agreement shall remain in effect for a period of one year beginning on October 1, 2003 and ending September 30, 2004; and, be reviewed annually for one (1) mutually agreeable one year renewal option.

EXECUTED this 25<sup>th</sup> day of September, 2003

Attest:

Jan E. Rose  
City Clerk



City of Lincoln, Nebraska:

Celestine J. Leung  
Mayor

Contractor:

Capital Humane Society  
Name

2320 Park Blvd.  
Address

Lincoln, Nebraska 68502

City State Zip Code

Attest:

[Signature]  
Secretary (Seal)

[Signature]  
Authorized Signature (Title)  
EXECUTIVE DIRECTOR